METROPOLITAN COUNCIL ON HOUSING
Housing for People Not Profit

Housing for people, not profit

Tenant
Inquilino

Vol 40, No. 9
October 2010

Metropolitan Council on Housing
339 Lafayette St.
New York, NY 10012

PERIODICAL

Governor Paterson Breaks His Promise & Our Hearts—Vetoes AIDS Rent-Cap Bill

By Jennifer Flynn

On Sept. 18, Wanda Hernandez received a text message from Jaron Benjamin, an organizer with the No More Than 30% Towards Our Rent campaign. It informed her that Governor David Paterson had vetoed the bill that would limit the amount of income that over 11,000 poor New Yorkers living with AIDS would have to pay towards their rent.

Her first thought was that Benjamin was joking. As the news sank in, tears welled in her eyes and panic rose in her heart. Paterson had publicly promised at least twice that if the bill reached his desk, he would sign it. Hernandez, who is living with full-blown AIDS, is on the board of the New York City AIDS Housing Network/Voices of Community Activists and Leaders (NYCAHN/VOCAL), and had been an active leader in the group's to get the bill passed. She is behind in her rent and is deeply worried about becoming homeless.

Hernandez receives federal Social Security Disability payments. She worked in the insurance industry for years, until AIDS made it impossible for her to continue. Her disability payments would be difficult to live on anyway, but the state's current policy leaves her only $330 a month after rent—$11 per day. Federal rental assistance programs all cap the amount of income that people pay towards rent at 30 percent. However, New York has used a loophole in how the payments are distributed to avoid doing that, passing the costs onto the extremely poor people living with AIDS. Hernandez has been choosing between food and rent, medicine and rent, for years.

In the press release announcing his veto, Paterson waxed poetic about the struggle he faced in deciding to veto the bill, but claimed that its price tag of $20 million a year was too high. This figure contradicted one of his internal audits, which stated that the cost would only be $4.5 million. Mayor Michael Bloomberg lobbied heavily for a veto, claiming that the bill would cost the city too much.

Paterson told NYCAHN representatives that he wanted to run for another political office, and would need Bloomberg's money to do so.

NYCAHN/VOCAL, which is primarily composed of and led by formerly homeless New Yorkers living with AIDS, quickly sprang to action. On Sept. 20, over 100 people protested in front of the governor's Manhattan office, staging a die-in to symbolize the effect of his veto. A few days later, over 75 NYCAHN/VOCAL members rallied in front of his office again. Five of them blocked the entrance, kicking off a civil-disobedience campaign to reverse the veto.

At a press conference, Assemblymembers Richard Gottfried and Deborah Glick (the bill's sponsor), state Senator Liz Krueger, and City Council Speaker Christine Quinn denounced the veto and called for an immediate override. NYCAHN/VOCAL is going to continue to work with them and follow their lead on future strategy. The options are limited to the Legislature overriding the veto—which would require a two-thirds majority—or winning a commitment from the next governor to enact the legislation next year.

Feeling the pressure, Paterson contacted *Gay City News* with an "exclusive," offering another option. He said that the Legislature would come back in a special session after the election to discuss the Federal Medicaid Assistance Program funding New York would receive. If the legislature wanted to use that money to fund the rent-cap bill, he said, he would work with them, and any associated costs could be included in planned special budget negotiations.

In the *Gay City News* interview, Paterson also admitted that the bill's cost would not be as high as he stated in his veto message, that it would probably only be about $4.5 million.

NYCAHN/VOCAL is planning a major demonstration in early November to demand action from Paterson, the next governor, and the Legislature. Mean-

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How to Deal with Bedbugs

Bedbugs, the tiny, biting pests that have been tormenting sleepers for thousands of years, have become a common scourge in New York City. Modern cities, with their high population densities, controlled indoor temperatures, and buildings with cracks, crevices, and places to hide, are an ideal environment for them. They've been found in stores, subways, theaters, cars, and even courtrooms.

Bedbugs are predators, not parasites, so they do not actually live on people. They are usually nocturnal, and feed every few nights if they can. They track down their human prey by following the trail of carbon dioxide that we breathe out. When they get closer, body heat guides them the rest of the way.

Bedbugs most commonly enter apartments by "hitchhiking" on suitcases, backpacks, clothing, bedding, or furniture. They can also move vertically along a line of apartments, next door, or across a hall.

Though many landlords favor treating apartments one by one, this can fail to eliminate bedbugs from a building. When an infested apartment is being treated, all adjoining apartments and even apartments across the hall should be inspected, and extermination carried out in them as necessary, The landlord should also take measures, such as caulking and sealing, to prevent bedbugs from spreading and the apartment from being reinfested.

Generally, a professional exterminator will have to be called in to get rid of all of the bedbugs and prevent a reinfestation. You will have to do a lot of work both to prepare for the extermination and to make sure that the bedbugs stay away.

Getting Help

Rule Number 1: Forget the Stigma—You Have Lots of Company!

Bedbugs don't care whether your house is totally unkempt or as neat as a new pin: They're only interested in the presence of human beings to feed on.

As soon as you learn that you have bedbugs, you need to advise your landlord of the problem—in writing if you don't get an immediate response by other means (send it by certified mail, return receipt requested, and keep the receipt with a copy of your letter). Tell your neighbors about the problem and encourage them to check to see whether they also have bedbugs. You may also need to organize your building to put more pressure on the landlord.

My landlord says that I'm the one responsible for getting rid of the bedbugs in my apartment. Is that true?

No, it is not! New York City's housing and maintenance code specifically names bedbugs on the list of insects the landlord is legally obligated to eradicate. The city Department of Housing Preservation and Development (HPD) lists bedbugs as a Class B violation. The landlord has 30 days to eradicate the infestation, and must also keep the affected units from getting reinfested.

If your landlord refuses to take the necessary steps, you can file a complaint with HPD (call 311) or take the owner to Housing Court in an HP action. You can also file a complaint with the state Division of Housing and Community Renewal (if you are a rent-regulated tenant), but this can be time-consuming and not very effective. In addition to calling the managing agent or speaking with the superintendent, it's important to notify the landlord or managing agent in writ-

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Exit of Espada Opens New Doors

By Kenny Schaeffer

The Sept. 14 Democratic primaries brought good news for tenants, with Gustavo Rivera unseating state Senator Pedro Espada by a surprisingly large margin, and Eric Schneiderman winning the nomination for state attorney general.

Rivera, a rent-stabilized tenant, defeated Espada, a corrupt real-estate crony, by almost 2-1 in the Bronx's 33rd District. He is former chief of staff to state Senator Andrea Stewart-Cousins (D/WFP-Yonkers). Schneiderman, a state senator from Washington Heights, outpolled four opponents.

The stakes for tenants in the Nov. 2 election are enormous. The 2011 session will address the expiration of the rent-stabilization and rent-control laws next June. It will also redraw congressional and legislative district lines for the next 10 years to reflect population changes in this year's U.S. Census.

Rivera's victory will turn the seat formerly held by Espada into a reliable tenant vote, but there are several other races that will determine the ultimate balance of power in the state Senate. The Democrats won a 32-30 margin in 2008, but the defection of Espada and several others prevented pro-tenant bills from passing.

Schneiderman's old seat will also remain in pro-tenant hands. Adriano Espaillat, who won a spirited contest for the nomination, told the *West Side Spirit* that his priority in the Senate will be to pass pro-tenant legislation such as repealing vacancy decontrol. "The conditions are there for it to be taken seriously," he said.

As a state senator, Schneiderman led the fight for progressive taxation and reforming the Rockefeller drug laws. He also worked for public financing of elections and redistricting that is not an incumbent-protection scheme. If the Democrats win all statewide offices, Schneiderman and state comptroller Thomas DiNapoli, who is likely to be re-elected, would provide a progressive balance to Andrew Cuomo as governor.

Schneiderman's opponent is Staten Island District Attorney Dan Donovan, a Republican-Conservative who came up through former borough president Guy Molinari's machine. When the *Village Voice* on Sept. 29 reported numerous shady and corrupt dealings in Molinari's office while Donovan was chief of staff, Donovan responded by calling Schneiderman a "card-carrying member of the Albany cesspool."

2010 is also a crucial year for the Working Families Party. The party, which has endorsed Andrew Cuomo, needs to win at least 50,000 votes for him on Row E in order to maintain a ballot line for the next four years.

After the WFP helped the Democrats gain nominal control of the state Senate in January 2009, putting repealing vacancy decontrol at the top of its housing agenda, the real-estate industry launched a multimillion-dollar offensive against the WFP, in partnership with the Independence Party and former Rudolph Giuliani pitbull Randy Mastro. After WFP-backed Debi Rose became Staten Island's first African-American City Councilmember in the 2009 election, these forces supported complaints by the defeated candidates, leading to a federal probe into the party's financial structure.

In June, Cuomo stated that he might not accept the WFP endorsement, citing the federal investigation. After the probe found the charges baseless, he agreed to take the party's ballot line.

Cuomo served as secretary of housing and urban development in the Clinton administration, where he failed to impress those concerned with affordable housing. He popularized the notion that people are homeless because they are not "housing ready."

In his present campaign, Cuomo accepts discredited Republican economic ideas that the economy can be improved without progressive taxation, and without a public sector that maintains employment levels and provides needed services. His 250-page platform devotes one paragraph to housing issues—less than it does to air-traffic-control infrastructure—and does not mention rent regulation.

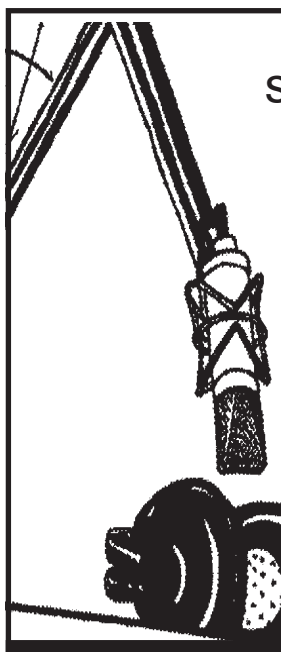
The Republican candidate, Buffalo billionaire Carl Paladino, is an unstable right-winger who has amassed a fortune through questionable state contracts, and who has called for putting welfare recipients in underutilized prisons where they can learn "personal hygiene." Paladino has acknowledged sending explicitly racist and sexist e-mails, and almost got into a fistfight with Fred Dicker, the *New York Post's* Albany bureau chief.

However, due to Cuomo's undistinguished record on housing, Met Council on Housing has not made an endorsement in this race.

BECOME A WRITING TENANT

Met Council wants to profile you and your neighbors' struggle to obtain affordable quality housing. We want you to write for Tenant/Inquilino.

For more information call Met Council 212-979-6238



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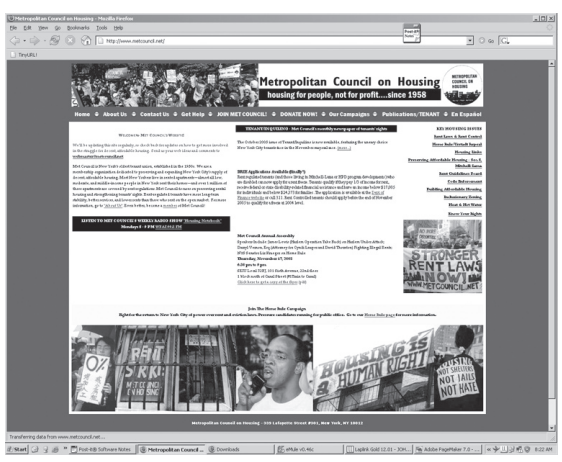

Get active in the tenant movement! Write to us at active@metcouncil.net

Tenant Inquilino

is published monthly except August by Metropolitan Council on Housing (Met Council, Inc.), 339 Lafayette St., NY, NY 10012 (212) 979-6238

Tenant/Inquilino is distributed to members and to affiliated organizations of Met Council as part of their membership. Subscriptions are $5 per year for individuals, $10 for institutions per year.

EDITOR
Steven Wishnia

PRODUCTION/DESIGN
John M. Miller

TRANSLATION
Vajra Kilgour/Lightning Translations

STAFF
Morton Banks, Julian Friedman, Don Gilliland, Jeanne Harroo, Monroe Head, Esther Joselson, Rosel Lehman, Marie Maher, Mario Mazzoni, Anne Moy, John Mueller, Rachel Rachlin, Anita Romm, Shirley Small, Ann Towle, Leah Wolin

Articles, letters, artwork and photographs are welcome.

Periodicals postage paid at New York, NY
Postmaster: Send address changes to: TENANT/INQUILINO 339 Lafayette St. New York, NY 10012

Metropolitan Council on Housing, founded in 1958, is incorporated as Met Council, Inc., a membership organization dedicated to decent, affordable, integrated housing.
www.metcouncil.net

ISSN-1536-1322 ©2009

EL INQUILINO HISPANO

Cómo lidiar con las chinches de cama

Chinches, los minúsculos bichos que han atormentado a los durmientes picándoles durante miles de años, se han convertido en una plaga común en la Ciudad de Nueva York. Las ciudades modernas, con sus altas densidades de población, temperaturas interiores controladas y edificios con un sinfín de grietas, hendiduras y otros escondrijos, constituyen un ambiente ideal para las chinches. Se han encontrado en tiendas, metros, coches y hasta las salas de audiencia de las cortes.

Las chinches no son parásitos; son insectos de rapiña, así que no viven en los cuerpos de las personas. Por lo general son nocturnos y se alimentan cada dos o tres noches si pueden. Cazan su presa humana al seguir el rastro de dióxido de carbono que exhalamos. Al acercarse, dejan que el calor corporal les guíe el resto del camino.

Por lo común, las chinches entran en los apartamentos al obtener un aventón, o "autostop", en maletas, mochilas, ropa, ropa de cama o muebles. También pueden desplazarse verticalmente a lo largo de una línea de apartamentos, a los apartamentos al lado o a través de un pasillo.

Aunque muchos caseros prefieren hacer el exterminio de chinches en un apartamento tras otro, esta manera de tratar de eliminarlos de un edificio puede fracasar fácilmente. Cuando se hace un tratamiento de exterminio en un apartamento infestado, todos los apartamentos contiguos y hasta los del otro lado del pasillo deben ser inspeccionados, y el mismo exterminio debe llevarse al cabo en ellos si resulta necesario. El casero también debe tomar tales medidas como tapar y sellar grietas para evitar que las chinches se dispersen o infesten el mismo apartamento de nuevo.

Por lo general, hay que contratar a un exterminador profesional para deshacerse de todas las chinches y evitar otra infestación. Usted tendrá mucho trabajo que hacer, tanto para prepararse para el exterminio como para garantizar que las chinches no vuelvan.

Cómo conseguir ayuda

Regla número 1: ¡Olvídese de la vergüenza! Hay muchos con el mismo problema.

A las chinches no les importan si su hogar es totalmente descuidado o limpio como un espejo: lo único que les interesa es la presencia de seres humanos para alimentarse.

Tan pronto como se entere de que hay chinches en su apartamento, usted debe avisar al casero sobre el problema, por escrito si no obtiene una respuesta inmediata por otros medios (envíe una carta por correo certificado con acuse de recibo y guarde el recibo con una copia de la carta). Avise a los vecinos sobre el problema e ínsteles a inspeccionar sus propios apartamentos para averiguar si ellos también tienen chinches. También puede ser necesario organizar el edificio para poder ejercer más presión sobre el casero.

El casero dice que soy yo el responsable de deshacerme de las chinches en mi apartamento. ¿Es cierto?

¡No! ¡No es cierto! El código de vivienda y manutención de la Ciudad de Nueva York específicamente incluye las chinches en la lista de insectos que el casero es obligado por ley a erradicar. El Departamento de Conservación y Desarrollo de Vivienda municipal (Department of Housing Preservation and Development, HPD) incluye las chinches en la lista de infracciones Clase B. El casero tiene 30 días para erradicar la infestación y también debe tomar medidas para evitar que las unidades afectadas se infesten otra vez.

Si su casero se niega a tomar todas las medidas necesarias, usted puede presentar una queja al HPD (llame al 311) o llevarle a la Corte de Vivienda en una acción de la Parte de Vivienda (HP). Usted también puede presentar una queja a la División de Vivienda y Renovación Comunitaria estatal (Division of Housing and Community Renewal, DHCR), si usted tiene un apartamento de alquiler regulado, pero esto puede llevar mucho tiempo sin ser muy eficaz. Además de llamar al administrador o hablar con el superintendente, es importante avisar al casero o al administrador por escrito y hacerles saber cuáles son las medidas que usted espera que ellos tomen.

¿Es el casero responsable por los gastos relacionados a la sustitución de las pertenencias que tengo que botar a causa de las chinches, o los gastos relacionados a la limpieza de ropa infestada?

En general, no se puede hacer responsable al casero de los daños a sus pertenencias o los costos pagados de su propio bolsillo, a menos que usted pueda mostrar que el casero fue negligente. Esto podría incluir una situación en la que el casero sabía que hubo chinches en un apartamento vecino y no tomó las medidas adecuadas para evitar que se desplazaran a su apartamento. Si usted tiene pruebas de que la infestación original o una infestación que persiste es el resultado de la falta del casero para resolver el problema, entonces usted podría tener el derecho a una indemnización.

En el caso de personas mayores o discapacitadas que no pueden mover sus muebles, ¿está el casero obligado a pagar a los trabajadores que reubican muebles y/o otras pertenencias para preparar para el exterminio?

Los caseros sostienen que hacer este trabajo o pagar a otras personas para que lo hagan es de la incumbencia del inquilino. Los inquilinos corren cierto riesgo al no hacer el trabajo ellos mismos, ya que se les puede considerar responsables por no haber cumplido con los protocolos del

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Los Ajustes de la "Junta de Regulación de Renta" de la Ciudad de Nueva York (Orden No. 42)

Para los contratos de apartamentos de Renta Estabilizada que comienzan el 1ro. de octubre de 2010 hasta el 30 de septiembre de 2011.

Tipo de Contrato	*Contrato de 1 Año*	*Contrato de 2 Años*
Renovación del Contrato	2.25%	4.5%
Contratos para Apartamentos Vacíos	17.75%	20%

Renovación de Contrato
Los caseros tienen que ofrecer a los inquilinos de renta estabilizada una renovación de contrato dentro de 90 a 120 días antes de que venza su contrato actual. La renovación de contrato tiene que mantener los mismos términos y condiciones que el contrato que vencerá, excepto cuando refleje un cambio en la ley. Una vez que se haya recibido el ofrecimiento de renovación, los inquilinos tienen 60 días para aceptarlo y escoger si van a renovar el contrato por uno o dos años. El propietario tiene que devolver la copia firmada y fechada al inquilino dentro de 30 días. La nueva renta no entrará en vigencia hasta que empiece el nuevo contrato, o cuando el propietario devuelva la copia firmada (lo que suceda después). Ofrecimientos retrasados: si el casero ofrece la renovación tarde (menos de 90 días antes de que venza el contrato actual), el contrato puede empezar, a la opción del inquilino, o en la fecha que hubiera empezado si se hubiera hecho un ofrecimiento a tiempo, o en el primer pago de renta fechada 90 días después de la fecha del ofrecimiento del contrato. Las pautas de renta usadas para la renovación no pueden ser mayores que los incrementos de la RGB vigentes en la fecha en que el contrato debía empezar (si se lo hubiera ofrecido a tiempo). El inquilino no tiene que pagar el nuevo aumento de renta hasta 90 días después de que se haya hecho el ofrecimiento.

Asignación de Subarriendo
Los caseros podrán cobrar un aumento de 10 por ciento durante el término de subarriendo que comience durante este período de las pautas.

Programa de Exención de Incrementos de Renta para las Personas de Mayor
Edad Las personas de mayor edad con renta estabilizada (y los que viven en apartamentos de renta controlada, Mitchell-Lama y cooperativas de dividendos limitados), con 62 años o más, y cuyos ingresos familiares disponibles al año sean de $29,000 o menos (para 2009) y que paguen (o enfrenten un aumento de renta que les haría pagar) un tercio o más de tal ingreso en renta pueden ser elegibles para una congelación de renta. Solicite a: v o llame al 311 o visite su sitio Web, nyc.gov/html/dfta/html/scrie_sp/scrie_sp.shtml.

Programa de Exención de Incrementos de Renta para Minusválidos
Inquilinos con renta regulada que reciben ayuda económica elegible relacionada con discapacidad, que tengan ingresos de $19,284 o menos para individuales y $27,780 o menos para una pareja y enfrenten rentas iguales o más de un tercio de sus ingresos pueden ser elegibles para un congelamiento de renta. Solicite a: NYC Dept. of Finance, SRIE/DRIE Exemptions, 59 Maiden Lane, 19th floor, New York, NY 10038. Llame al 311 para una solicitud o vaya al sitio Web en www.nyc.gov/html/dof/html/property/property_tax_reduc_drie.shtml

Las unidades desvanes
Los aumentos legalizados para unidades de desván son un 2.25 por ciento por un contrato de un año y 4.5 por ciento por dos años. No se permiten incrementos para las unidades de desván vacías.

Hoteles y SROs
No se permite ningún aumento del alquiler, para todas categorías.

Exceso de cobro
Los inquilinos deben estar al tanto de que muchos caseros se aprovecharán de las complejidades de estas pautas y concesiones adicionales, además del poco conocimiento de los inquilinos del historial de renta de sus apartamentos, para cobrar una renta ilegal. Los inquilinos pueden impugnar los aumentos de renta sin autorización en las cortes o al presentar una impugnación con la agencia estatal de vivienda, la División de Vivienda y Renovación Comunitaria (Division of Housing and Community Renewal, DHCR). El primer paso en el proceso es ponerse en contacto con la DHCR para ver el registro oficial del historial de renta. Vaya a www.dhcr.state.ny.us o llame al 718-739-6400 y pida un historial de renta detallado. Luego, hable con un abogado o defensor experto antes de seguir.

Para las pautas previas, llame a la RGB al 212-385-2934 o vaya al www.housing-

Chinches

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exterminio. Sin embargo, si usted está físicamente incapaz de hacer el trabajo y no tiene los recursos económicos para poder pagar a alguien por hacerlo, usted debe pedir al casero por escrito, con una explicación, que le ayude, ya que estas preparaciones son parte del "trabajo" necesario para eliminar las chinches.

Los Servicios para Protección de Adultos (Adult Protective Services) puede ayudar a algunos inquilinos de mayor edad con el trabajo de preparación; para más información, llame al 311. Hay empresas comerciales que hacen los preparativos para el exterminio de chinches, pero sus servicios pueden ser muy caros.

¿Qué pasa si todos los que viven en mi apartamento tienen que mudarse por algunos días o por más tiempo mientras se lleve al cabo el exterminio? ¿Tiene que pagar el casero los costos de reubicación?

La mayoría de los caseros no van a querer hacer esto. Tratar de recuperar los costos de reubicación, o tratar de convencer al casero a reubicarle mientras se lleve al cabo el exterminio en su apartamento, probablemente supondría un procedimiento judicial y no hay ninguna garantía de que el tribunal le conceda la reparación. (Si usted se muda durante la erradicación, asegúrese de que no está trayendo ningunas chinches consigo. Elimine las chinches de su ropa y equipaje al lavarlos y/o meterlos en una secadora caliente.)

¿Es el exterminio de chinches una "emergencia" tal que un casero puede forzar a un inquilino dar acceso a su apartamento sin mucha anticipación, o es un asunto "normal" que requiere una negociación típica con los inquilinos sobre el acceso?

Usted debe dar al casero acceso a su apartamento para que él pueda tomar las medidas adecuadas para erradicar las chinches. Si usted tiene un contrato de arrendamiento, es muy probable que éste establece con cuánta anticipación se puede dar aviso. A menos que su contrato específicamente estipule lo contrario, una infestación de chinches no es una emergencia que permite acceso sin aviso previo.

Un aviso previo "razonable" no está definido específicamente en Nueva York. Puede ser interpretado como dos o tres días. Sin embargo, usted corre cierto riesgo al tardar en dar acceso. Las chinches se reproducen a un ritmo tan rápido que cada día de demora significa que la infestación va a empeorar.

¿Se puede usar una infestación de chinches como defensa en un caso de falta de pago?

Entablar una acción HP para forzar al casero a hacer reparaciones es más eficaz que retener el alquiler. Usted puede iniciar el caso cuando esté preparado en vez de esperar hasta que el casero entable una demanda en su contra por falta de pago.

Si es el demandado en un caso de falta de pago, usted puede terminar en una "lista negra de in quilinos". El Estado de Nueva York vende los expedientes judiciales a "agencias de selección de inquilinos" y los caseros a menudo se niegan a alquilar a las personas que han estado en la Corte de Vivienda con sus caseros previos.

¿Se puede romper el contrato de arrendamiento y mudarse del apartamento a causa de las chinches?'

Un contrato de arrendamiento es legalmente obligatorio, y la mayoría de los contratos de arrendamiento no tienen ninguna disposición que permita que una parte anule el contrato sin el consentimiento de la otra parte. Los inquilinos a quienes la frustración los lleva a mudarse pueden ser considerados responsables para lo que queda del período de arrendamiento.

Sin embargo, a veces uno puede convencer al casero que cancele el contrato antes del tiempo. Si usted hace esto, procure obtener todo por escrito, firmado por las dos partes. Que no se le olvide el refrán: "Un contrato verbal no vale ni el papel en que está escrito".

En casos extremos, usted puede sostener que una infestación de chinches le "desalojó implícitamente" de su apartamento, lo que puede mantenerse como una defensa válida si el casero le demanda por el alquiler no pagado después de que usted se ha mudado del apartamento antes de que se haya vencido el contrato. Esto depende de cuánto la infestación interfiere con su vida y/o le priva del uso de su hogar. Si el casero entabla una demanda en su contra, le corresponderá a la corte decidir si la infestación de chinches era bastante grave para permitir a usted considerar que el contrato se había anulado.

¿Qué pasa si la empresa de exterminio contratado por el casero no es competente y estoy bastante seguro de que los métodos que están utilizando no van a resolver el problema jamás?

Esto puede ser una decisión difícil. Si usted se niega a dejar que el exterminador del casero haga el trabajo, entonces usted puede ser acusado de ser el problema. En general, los jueces en la Corte de Vivienda dirán que usted tiene que dejar al casero emplear la empresa que prefiera y cuando el trabajo no se hace debidamente, usted tiene que regresar a la corte para quejarse. La mejor práctica es probablemente documentar qué es lo que la empresa está haciendo, mostrar que no está funcionando y tratar de obligar al casero a conseguir una nueva empresa que utilice mejores métodos.

¿Qué puedo hacer si creo que los químicos que una empresa está utilizando para llevar a cabo un exterminio son peligrosos o nocivos para mí u otras personas o mascotas en mi apartamento?

Si usted tiene una enfermedad documentada y/o un médico le aconseja evitar contacto con ciertos químicos, usted debe avisar al casero de inmediato, antes de que se envíe a un exterminador a su apartamento. Si usted no hace esto, la toxicidad se convierte en una cuestión más difícil. Si se niega a dejar entrar a un exterminador a causa de una preocupación generalizada sobre los químicos, usted correrá el riesgo de que el

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Inquilinos de mayor edad y minusválidos

Las personas mayores de 62 años o más, en vivienda de renta regulada, Mitchell-Lama y algunos otros programas, con ingresos disponibles anuales de familia de $29,000 o menos (el año pasado) y quienes pagan (o enfrentan un aumento de renta que les obligaría a pagar) un tercio o más de estos ingresos en renta pueden llenar los requisitos para una Exención de Incrementos de Renta para las Personas de Mayor Edad (Senior Citizen Rent Exemption, SCRIE).

Los inquilinos minusválidos que reciben ayuda financiera relacionada con invalidez y tienen ingresos de $19,284 o menos para individuos y $27,780 o menos para una pareja y quienes enfrentan rentas iguales a o más de un tercio de sus ingresos pueden llenar los requisitos para la Exención de Incrementos de Renta para Minusválidos (Disability Rent Increase Exemption, DRIE).

Solicítela a:
NYC Dept. of Finance, SCRIE/DRIE Exemption
59 Maiden Lane – 19th Floor, New York, NY 10038

La información sobre DRIE y SCRIE está disponible en el sitio Web de la ciudad, www.nyc.gov, o llame a 311.

No se quede helado: ¡ORGANIZESE!

La ley requiere que su casero proporciona calefacción y agua caliente a las temperaturas siguientes, desde el 1ro de octubre hasta el 31 de mayo:

Desde las 6 a.m. hasta las 10 p.m.: Si la temperatura afuera es de menos de 55 grados, la temperatura adentro debe ser al menos de 68 grados en todo el apartamento.

Desde las 10 p.m. hasta las 6 a.m.: Si la temperatura afuera es de menos de 40 grados, la temperatura adentro debe ser al menos de 55 grados en todo el apartamento.

Se tiene que proporcionar agua caliente a un mínimo de 120 grados en el grifo las 24 horas del día, todo el año.

Si su casero no mantiene estas temperaturas mínimas, usted debe:

- Comenzar una "Acción HP" (HP Action) en la Corte de Vivienda. Pida una inspección por orden de la corte y una Orden de Corrección (Order to Correct)
- Llamar al Buro Central de Quejas (Central Control Bureau) de la ciudad de Nueva York al 311 inmediatamente, para documentar la violación del casero. Llame repetidamente. Se supone que un inspector vendrá eventualmente, aunque a veces no lo haga.
- Exhortar a los otros inquilinos en el edificio a llamar al Central Complaint. Todos deben llamar repetidamente, al menos una vez al día, todos los días en que tengan problemas con la calefacción.
- Comprar un buen termómetro para afuera y adentro, para documentar las fechas exactas, las horas, y las temperaturas, tanto afuera como adentro, mientras tenga problemas con la calefacción. Esta documentación es su evidencia
- Llamar a la División de Vivienda y Renovación Comunal del Estado de Nueva York (DHCR, por sus siglas en ingles) al (718) 739-6400, y pedir que le envíen el formulario de Queja de Calefacción y Agua Caliente. Llene el formulario y consigue la participación de todos los inquilinos en su edificio que pueden firmarlo. Reclame una orden para restaurar la calefacción y el agua caliente, y que se reduzcan y congelen (¡disculpe lo de "congelen"!) todas las rentas.
- Necesitarán una fuerte asociación de inquilinos para obligar al casero a proporcionar calefacción y agua caliente. Escriban y llamen al casero para demandar reparaciones y aceite. Prepárense para una huelga de renta (sobre todo con asesoría legal)—de relámpago si es necesario.

Las leyes sobre la calefacción establecen también:

- Que el Departamento de Reparaciones de Emergencia de la ciudad le proporcione la calefacción si el casero no lo hace. (No se siente en un bloque de hielo—otra vez, ¡disculpe!—mientras espere que lo haga.)
- Una multa de $250 to $500 al casero por cada día que se produzca la violación. (Pero la verdad es que la Corte de Vivienda raras veces impone las multas, y menos aun las cobra).
- Una multa de $1,000 al casero si algún aparato de control automático se instala en la caldera para mantener la temperatura por debajo del mínimo legal.
- Si el tanque de combustible de la caldera está vacío, los inquilinos tienen el derecho de comprar su propio combustible después de haber pasado 24 horas sin calefacción y también sin obtener ninguna respuesta del casero. Esto no se aplica si la caldera está rota y necesita tanto reparación como combustible.

¡Cuidado! ¡proteja su dinero! Si los inquilinos deciden comprar el combustible, hay que seguir los procedimientos legales cuidadosamente. Consiga la ayuda y el consejo de un organizador de inquilinos. La existencia de leyes de calefacción y agua caliente vigentes no garantiza que el gobierno las implemente. No se quede helado por esperar que la ciudad o el estado actúe. ¡Organízese!

If The 'Poor Tax' Was Overturned, Where's My Refund?

By Mario Mazzoni

Two state courts have struck down the "poor tax" rent increases set by the city Rent Guidelines Board in 2008 and 2009, but many tenants affected remain in limbo. The status of refunds is unresolved, and some landlords continue to claim the increases imposed on long-term rent-stabilized tenants.

The story began in 2008, when the RGB voted minimum increases for tenants paying less than $1,000 a month who had lived in their apartments for at least six years. The board allowed increases of 4.5 percent for one-year lease renewals and 8.5 percent for two years—but for long-term, lower-rent tenants, they let landlords charge minimum increases of $45 for one year and $85 for two years. This means that a tenant paying $500 and renewing their lease for two years would be hit with a 17 percent rent hike.

The RGB called these "alternative minimum" increases. Tenant groups dubbed them a "poor tax," as they imposed higher-percentage increases on the oldest and lowest-income class of tenants. In 2009, the RGB did it again, setting $30 and $60 minimums to go along with overall increases of 3 and 6 percent.

The Legal Aid Society and South Brooklyn Legal Services filed a suit in 2008, claiming in *Casado v. Markus* that the RGB overstepped its authority by arbitrarily separating out long-term tenants and treating them differently. Last January, the state Supreme Court—New York's lowest court—ruled that the minimum increases were illegal. The city appealed that decision, but the Appellate Division agreed with the lower court, in a ruling handed down in June.

That leaves many tenants uncertain of their status. Will their rents be lowered? Will they be entitled to refunds?

Unfortunately, the saga is not yet over. The Bloomberg administration is still seeking to overturn the decision and has asked the state's highest court, the Court of Appeals, to hear the case. Until the legal process is finished, there will be no definitive resolution.

Some tenants signed renewal leases that included these minimum increases before the lower courts ruled that they were illegal. Some landlords have defied the court orders invalidating the minimum increases and sough t them anyway, leaving tenants confused as to what they should do. Other landlords have sent tenants renewal leases where the amount including the minimum increase was called the "legal rent" and the amount calculated by the lower percentage increase was offered to tenants as a temporary "preferential rent."

If this baffles you, you're not alone. We can't advise tenants what to do with any certainty until the legal battle is over. If the Court of Appeals decides to take the case, it may find the minimum increases to be legal. But if tenants prevail, most experts believe that a process will have to be established by which rents can be adjusted downward to the percentage increase, and tenants can be refunded the amounts they were overcharged.

Tenants who are already in court for nonpayment of rent because they simply cannot afford to pay can raise the illegal overcharges as a defense. But for tenants who signed leases with the higher amounts and can afford to pay them while the legal process runs its course, it's not advisable to withhold rent just on principle. There are various consequences—from missing a court date and having an eviction ordered, to ending up on the tenant "blacklists," to unwittingly signing a dangerous stipulation—that can happen to tenants who are defendants in an eviction case in Housing Court.

Tenants may also file rent-overcharge complaints with the state Division of Housing and Community Renewal, but the DHCR has not developed a process for dealing with overcharge complaints based on the minimum increases. It may wait to see if tenants prevail in court before doing so.

As the RGB didn't impose a minimum increase this year, tenants renewing leases that take effect after Oct. 1 do not have to worry about this issue.

Atlantic Yards Housing Postponed

By Steven Wishnia

With a spate of lawsuits challenging it rejected by the courts, the Atlantic Yards development in downtown Brooklyn looked like a done deal. But on Sept. 28, developer Bruce Ratner announced that the project would take up to 25 years to complete, and that much of it, including almost all the promised affordable housing, might never be built.

The project's centerpiece, an arena for the Nets basketball team at the intersection of Atlantic and Flatbush avenues, will be built, Ratner said at a press conference, as will one of the planned apartment buildings. The rest of the development is in limbo. This includes a planned office tower and 14 other apartment buildings.

"It was never supposed to be the time we were supposed to build them in," Ratner said. "It's really market-dependent as to when it will really be completed. If the market never comes back, we're all in trouble."

The 15 high-rise apartment buildings originally planned were slated to contain 6,400 apartments, with 2,250 of them renting below market rate. Last December, however, a revised agreement between Forest City Ratner and the Empire State Development Corporation reduced the number of "affordable" units required to 300.

The promise of affordable housing—and that it would be avail-

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Chinches

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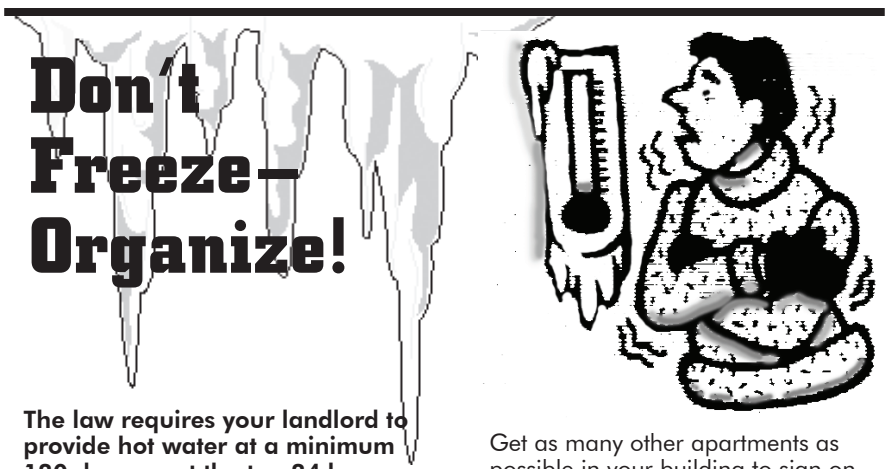
casero entable una demanda en su contra por no haber tomado las medidas necesarias para permitir la eliminación de las chinches. Seguir dando refugio a chinches cuando el casero asevera que está haciendo un esfuerzo de buena fe para eliminarlos puede resultar en un procedimiento de retención de posesión ("holdover") por haber causado molestias.

Si hay una infestación de chinches en un apartamento vecino, se puede pedir que el casero tome medidas para garantizar que ningunas chinches invadan mi apartamento?

Si, se puede. El casero tiene la obligación de mantener su apartamento libre de chinches. Si no está inspeccionando los apartamentos vecinos automáticamente y haciendo un tratamiento de exterminio si fuera necesario, o sellando agujeros y grietas que otorgan acceso a las chinches, usted debe hacer una solicitud por escrito para que lo haga. Si el casero no cumple y las chinches invaden su apartamento, esto fortalecerá una demanda por negligencia y puede dar a usted el derecho a una indemnización por los daños y perjuicios que usted pagó de su propio bolsillo, además de otros daños y perjuicios relacionados.

Adaptado de www.metcouncil.net/factsheets/bedbugs.htm. Traducido por Lightning Translations.

Don't Freeze—Organize!



The law requires your landlord to provide hot water at a minimum 120 degrees at the tap 24 hours a day, year round, and from October 1 through May 31, heat at the following levels:

From 6 am to 10 pm: If the outside temperature falls below 55 degrees, the inside temperature must be at least 68 degrees everywhere in your apartment.

From 10 pm to 6 am: If the outside temperature falls below 40 degrees, the inside temperature must be at least 55 degrees everywhere in your apartment.

If your landlord does not maintain those minimum temperatures, you should:

- Start an "HP action" in Housing Court. Ask for a court-ordered inspection and an Order to Correct.
- Call the New York City Central Complaints Bureau at 311 immediately to record the landlord's violation. Call repeatedly. An inspector should eventually come, although sometimes they don't.
- Get other tenants in your building to call Central Complaint. Everybody should call repeatedly, at least once every day the condition is not corrected.
- Buy a good indoor/outdoor thermometer and keep a chart of the exact dates, times, and temperature readings, inside and out, so long as the condition is not corrected. The chart is your evidence.
- Call the New York State Division of Housing and Community Renewal at (718) 739-6400 and ask them to send you their Heat and Hot Water complaint form.
- Get as many other apartments as possible in your building to sign on, demanding an order restoring heat and hot water, and a reduction and freeze (pardon the expression!) in all the rents.

You'll need a strong tenant association to force the landlord to provide heat and hot water. Write and call the landlord and demand repairs or fuel.

Prepare to go on rent strike—but get legal advice first.

The heat laws also provide for:

- The city's Emergency Repair Department to supply your heat if the landlord does not. (Try waiting for this one!)
- A $250 to $500 a day fine to the landlord for every day of violation. (But the Housing Court rarely imposes these fines, let alone collects them.)
- A $1,000 fine to the landlord if an automatic control device is put on the boiler to keep the temperature below the lawful minimum.

If your boiler's fuel tank is empty, tenants have the right to buy their own fuel after 24 hours of no heat and no response from the landlord. But this provision does not apply if the boiler is broken and needs both repairs and fuel.

Caution! Protect your money! If you decide to buy fuel, you must follow special lawful procedures very carefully. You should get help and advice from a tenant organizer.

Because the heat and hot water laws are in the law books does not mean they are enforced by government. Don't freeze to death waiting for the city or state to act. Organize!

Rochdale Village: Blueprint for a New Housing Option?

By Peter Eisenstadt

Few areas of New York City have had as many housing foreclosures in recent years as the neighborhoods in southeastern Queens, such as Jamaica, South Jamaica, St. Albans, and Laurelton—all with large tracts of modest private homes and a predominantly minority population. But one large area of southern Queens, Rochdale Village, has not had a single defaulted mortgage. All of its residents own their homes, and like the surrounding neighborhoods, it has an overwhelmingly minority population, modestly middle-class in its income and aspirations.

What makes Rochdale different is that it is a limited-equity cooperative, whose residents chose their management and govern themselves collectively. The 6,000 apartments, in 20 large apartment buildings, cannot be individually resold. If its residents cannot profit from real-estate investments, they also cannot lose their homes and much of their savings when the market turns on them.

Rochdale Village, standing on the site of the former Jamaica Racetrack, opened in 1963. It was built by the United Housing Foundation (UHF), and followed the vision of its longtime leader, Abraham Kazan, who believed in creating attractive, affordable housing for families of moderate income, all owned by their residents. Kazan was a product of the anarchist wing of the Jewish labor movement in the early 20th century, and had been building cooperative housing for workers since the 1920s. Under the auspices of the UHF, largely a consortium of labor unions, he built over 30,000 units of cooperative housing in New York City from the early 1950s to the early 1970s, which made him the most successful developer of cooperative housing in the country.

Before Rochdale, most of Kazan's cooperatives had tended to draw heavily from the Jewish labor movement, and Jewish families in general. Rochdale Village was different, and from the beginning had a substantial black population (and unlike previous UHF cooperatives, was in a predominantly African-American neighborhood). Rochdale Village touted its achievements as an integrated cooperative, and through the 1960s it was the largest integrated housing development in New York City, if not the United States as a whole.

Alas, this did not last, and the whites started to move out in the early 1970s. In time, Rochdale would become almost entirely African-American. Today, it remains the largest predominantly minority-owned cooperative in the country, a tribute to the determination of its residents to defend what is unique about Rochdale, and the flexibility and relevance of Kazan's original cooperative vision.

The UHF built only one more cooperative after Rochdale, the gargantuan 15,000-unit Co-op City in the Bronx, but after completing it in the early 1970s, it laid down its shovel and never built another unit of housing. The reasons for this are complex. One factor was the conviction of Jane Jacobs and her legion of followers that large-scale superblock housing projects were sterile and dehumanizing, incubators of urban anomie, a reality belied by the generations of families of modest means who had cherished their homes in UHF-built cooperatives.

But the real question came down to money. By the early 1970s many had concluded that cooperatives such as Rochdale Village and Co-op City, privately owned but government-sponsored, were costing the taxpayers too much money, and that in a time of inflation, revenues were not keeping up with expenses. The fiscal crisis of the mid-1970s seemed to confirm the prevailing wisdom; the government should, as much as possible, get out of the housing biz. And so New York City was launched on the vertiginous explosion of housing prices that has largely priced the working, middle, and moderate classes out of the city. If there was grumbling, most bought into, in more ways than one, the underlying rationale; that as long you own your place, and the prices appreciate, you could more than recoup your investment by selling to the next purchaser. But a system based on beggaring one's neighbor could not last forever, and of course it came crashing down in 2007 and 2008, toxic asset by asset.

The Obama administration is currently wrestling with the problem of housing prices that continue to fall. Whatever is done, and this is a very serious problem, we need to reconsider the alternatives to the speculative housing market such as limited-equity cooperatives, which for many decades have afforded families of modest incomes a way to own their homes without personal mortgages and high levels of individual indebtedness. Building affordable, attractive housing is not cheap, but neither is the $14 trillion or so in net worth the United States has lost since 2007 as a result of the burst housing bubble. Residents of Rochdale Village and Co-op City have both considered the path of privatization, and both have rejected it, and they remain places where three-bedroom apartments are available for well under $1,000 in rent a month. A stay on the waiting list for a vacancy can stretch into the decades.

Limited-equity cooperatives have prospered, quietly, in the decades when the American dream seemed to be reduced to everyone becoming a real-estate speculator. As we move forward, let us make room in our housing mix for new Rochdales and Co-op Cities, appropriately refashioned for the 21st century. Sometimes, Santayana to the contrary, only those who have learned something from history can know enough to repeat it.

Peter Eisenstadt is the author of Rochdale Village: Robert Moses, 6,000 Families, and New York City's Great Experiment in Integrated Housing *(Cornell University Press) This article originally appeared on the History News Network, http://hnn.us. Reprinted with permission.*

NYC Rent Guidelines Board Adjustments
(Order No. 42)

for Rent Stabilized Leases commencing Oct. 1, 2010 through Sept. 30, 2011
Order No. 40, covering leases commencing prior to October 1, 2009, is available at http://www.metcouncil.net/campaigns/RGB.htm

Lease Type		*One-year Lease*	*Two-year Lease*
Renewal Leases	All...	2.5%	4.5%
Vacancy leases	Vacancy allowance charged within last 8 years	17%	20%

Renewal Leases
Landlords must offer a rent-stabilized tenant a renewal lease 90 to 120 days before the expiration of the current lease. The renewal lease must keep the same terms and conditions as the expiring lease, except when reflecting a change in the law. Once the renewal offer is received, the tenant has 60 days to accept it and choose whether to renew the lease for one or two years. The owner must return the signed and dated copy to the tenant in 30 days. The new rent does not go into effect until the start of the new lease term, or when the owner returns the signed copy (whichever is later).

Late offers: If the owner offers the renewal late (fewer than 90 days before the expiration of the current lease), the lease term can begin, at the tenant's option, either on the date it would have begun had a timely offer been made, or on the first rent payment date 90 days after the date of the lease offer. The rent guidelines used for the renewal can be no greater than the RGB increases in effect on the date the lease should have begun (if timely offered). The tenant does not have to pay the new rent increase until 90 days after the offer was made.

Sublease Allowance
Landlords can charge a 10 percent increase during the term of a sublease that commences during this guideline period.

Senior Citizen Rent Increase Exemption Program Rent-stabilized seniors (and those living in rent-controlled, Mitchell-Lama, and limited equity coop apartments), 62 or older, whose disposable annual household income is $29,000 or less (for 2009 tax year) and who pay (or face a rent increase that would cause them to pay) one-third or more of that income in rent may be eligible for a rent freeze. *Apply to:* NYC Dept. of Finance, SCRIE/DRIE Exemption, 59 Maiden Ln., 19th Floor, NY, NY 10038 or call 311 or visit their Web site, *www.nyc.gov/html/dfta/html/scrie/scrie.shtml.*

Disability Rent Increase Exemption Program
Rent-regulated tenants receiving eligible disability-related financial assistance who have incomes of $19,284 or less for individuals and $27,780 or less for a couple and are facing rents equal to more than one-third of their income may be eligible for a rent freeze. *Apply to:* NYC Dept. of Finance, DRIE Exemptions, 59 Maiden Lane, 19th floor, New York, NY 10038. Call 311 for an application or go to the Web site at *www.nyc.gov/html/dof/html/property/property_tax_reduc_drie.shtml.*

Loft Units
Legalized loft-unit increases are 2.25 percent for a one-year lease and 4.5 percent for two years. No vacancy allowance is permitted on vacant lofts.

Hotels and SROs
No rent increase is permitted for all categories.

Rent Overcharges
Tenants should be aware that many landlords will exploit the complexities of these guidelines and bonuses—and the tenant's unfamiliarity with the apartment's rent history—to charge an illegal rent. Tenants can challenge unauthorized rent increases through the courts or by filing a challenge with the state housing agency, the Division of Housing and Community Renewal (DHCR). The first step in the process is to contact the DHCR to see the official record of the rent history. Go to *www.dhcr.state.ny.us* or call (718) 739-6400 and ask for a detailed rent history. Then speak to a knowledgeable advocate or a lawyer before proceeding.

For previous guidelines, call the RGB at (212) 385-2934 or go to www.housingnyc.com.

Bed Bugs

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ing and let them know what steps you expect them to take.

Is the landlord liable for costs related to replacing property that I have to throw away because of bedbugs, or for costs related to cleaning infested clothing?

Generally, the landlord is not liable for property damages and out-of-pocket costs unless you can show that they were negligent. This could include a situation where the landlord knew that a neighboring apartment had bedbugs but failed to take appropriate steps to stop them from spreading into your apartment. If you have proof that the original infestation or an ongoing infestation is the result of the landlord's failure to address the problem, then you might have a claim for compensation.

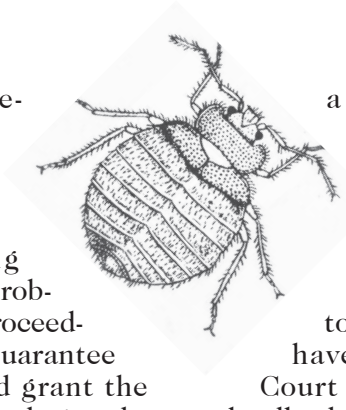
In the case of elderly or disabled people who are unable to move furniture around, is the landlord obligated to pay for workers to move furniture and/or other belongings to prepare for the extermination?

Landlords take the position that it is the tenant's obligation to do this work or to pay someone to do it for them. Tenants take a risk by not doing the work themselves, since they can be held liable for failing to comply with the protocols for extermination. However, if you are physically unable to do the work and economically unable to pay someone else to do it, you should ask the landlord in writing—with an explanation—to help you, as these preparations are part of the "work" required to eliminate bedbugs.

Adult Protective Services will help some elderly tenants with preparation work; for more information, call 311. There are commercial companies that will do the preparation for a bedbug extermination, but they can be very expensive.

What if everyone living in my apartment has to move out for a few days or longer while extermination takes place? Does the landlord have to pay for relocation costs?

Most landlords won't want to. Trying to recover relocation costs—or trying to get the landlord to relocate you while the apartment is being exterminated—will probably require a court proceeding, and there's no guarantee that the court would grant the relief. (If you move out during the eradication, make sure that you do not bring any bedbugs with you. Make your clothing and luggage bedbug-free by laundering them and/or putting them in a hot dryer.)



Is bedbug extermination an "emergency" in which a landlord can force a tenant to give access to their apartment on short notice, or is it a "normal" issue that requires typical negotiation with tenants about access?

You must give a landlord access to your apartment to take measures to get rid of bedbugs. If you have a lease, it will in all likelihood set forth how much notice is required. Unless your lease specifically says otherwise, bedbug infestation is not an emergency that allows access without notice.

"Reasonable" notice is not defined specifically in New York. It may be interpreted as a few days. Nevertheless, you delay giving access at your own risk. Bedbugs reproduce at such a rapid rate that every day of delay means the infestation will get worse.

Can I use a bedbug infestation as a defense in a nonpayment case?

Housing Court has awarded rent abatements for bedbug infestations, but you should be prepared to document the infestation, the notice that you gave to the landlord of it, whatever steps you took to prepare the apartment for extermination, and all steps that the landlord took, if any, to get rid of the bedbugs.

Filing an HP action to force your landlord to make repairs is more effective than withholding rent. You can start a case whenever you are ready, instead of waiting for the landlord to sue you for nonpayment.

If you are a defendant in a nonpayment case, you could end up on a "tenant blacklist." New York State sells court records to "tenant screening bureaus," and landlords often refuse to rent to people who have been to Housing Court with their previous landlords.

Can I break my lease and move from the apartment because of bedbugs?

A lease is a binding legal contract, and most leases don't have a provision for one party to void the contract without the other party's consent. Tenants who leave out of frustration can be held liable for the rent for the remainder of their lease term.

However, sometimes you can get your landlord to terminate your lease early. If you do this, make sure that you get everything in writing, signed by both parties. Remember the saying: "A verbal contract isn't worth the paper it's written on."

In extreme cases, you may be able to argue that a bedbug infestation "constructively evicted" you from your apartment, which may hold up as a defense if your landlord sues you for unpaid rent after you leave the apartment before your lease ends. This depends upon how much the infestation interferes with your life and/or deprives you of the use of your home. If the landlord sues you, it will be up to the court to decide whether the bedbug infestation was bad enough to let you consider the lease void.

What if the extermination company the landlord hires isn't competent, and I'm pretty sure that the methods they're using won't ever solve the problem?

This can be a tough call. If you refuse to let the landlord's exterminator do the work, then you may be accused of being the problem. Generally, judges in Housing Court will say that that you need to let the landlord use the company it picks, and when the work isn't done properly, you have to return to court and complain. The best practice is probably to document what the company is doing, show that this isn't working, and try to compel the landlord to get a new company that will employ better methods.

What can I do if I believe that the chemicals a company is using for extermination are dangerous or toxic to me or other people or pets in my apartment?

If you have a documented medical condition and/or a doctor advises against contact with certain chemicals, you should notify the landlord immediately, before an exterminator is sent to your apartment. If you don't, toxicity becomes a more difficult issue. If you refuse to allow an exterminator in because of a general concern about chemicals, you face the risk that the landlord may take legal action against you for failing to take the necessary steps to allow for the elimination of the bedbugs. Continuing to harbor bedbugs where the landlord claims to be making a good-faith effort to get rid of them can lead to a holdover eviction proceeding for causing a nuisance.

If there's a bedbug infestation in a neighboring apartment, can I request that the landlord take measures to make sure that no bedbugs come into my apartment?

Yes, you can. A landlord has an obligation to keep your apartment bedbug-free. If your landlord isn't automatically inspecting neighboring apartments and treating them if necessary, or sealing up holes and cracks that provide access for bedbugs, you should make a written request that it do so. If the landlord doesn't comply, and you get bedbugs, then you will have a stronger claim of negligence, potentially giving you the right to compensation for out-of-pocket damages and other related damages.

Adapted from www.metcouncil.net/factsheets/bedbugs.htm.

AIDS Veto

continued from page 1

while, Hernandez and 11,000 other low-income New Yorkers with AIDS are still waiting for relief and trying to fend off homelessness while the politicians decide who will correct this injustice.

Atlantic Yards

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able within ten years—was crucial to winning state financing for Atlantic Yards and political support in Brooklyn, most notably from Borough President Marty Markowitz and the community organization ACORN. (The project defines "affordable" as up to $3,168 a month rent, based on a maximum income of $126,720 for a family of four.) Forest City Ratner won permission from the state to evict tenants, homeowners, and businesses who occupied several blocks in the Prospect Heights neighborhood, on the south side of the development's site.

Opponents say the declaration bolsters the one lawsuit challenging Atlantic Yards that is still outstanding. In it, the 22 plaintiffs argue that the changes in the plan since its environmental-impact statement was approved in 2006 should require a new environmental review.

New York Supreme Court Justice Marcy Friedman agreed to reopen the case, says Gib Veconi of the Prospect Heights Neighborhood Development Council, after the new master development agreement between Ratner and the ESDC was released in January. That agreement showed that the ESDC had agreed to allow up to 25 years to finish construction—or longer, if Ratner applied for an extension based on poor market conditions.

Judge Friedman heard arguments in the case on June 30. The plaintiffs are contending that the original environmental review did not consider the increased impact of extending construction an additional 15 years.

"All of the calculations about the economic benefits of the project, as well as all the projections about the environmental impact, were based on a ten-year construction period," says Veconi. If the project takes longer to build, he adds, the benefits will come later and the impact of construction will be prolonged.

"The benefits promised were illusory. Mr. Ratner has essentially conceded they were ginned up to justify the massive direct and indirect government funding," Veconi said in a statement released by BrooklynSpeaks, a coalition of affordable-housing, community, and business groups opposed to Atlantic Yards.

Michael Shenker, Squatter Activist, Dies at 54

Michael Shenker, a longtime Lower East Side squatter and activist, died Oct. 2 of liver cancer. He was 54. He dedicated his life to a variety of struggles, but is most prominently known for his role in the squatter community, which in the 1980s seized and renovated abandoned buildings to provide low-income housing for themselves and others.

Born on Long Island, Shenker left home at 15 and moved to the Lower East Side, before an epidemic of landlord abandonment and arson left the neighborhood in ruins, to be followed by speculators hoping to profit off its rebound. In 1984, unable to afford the rapidly rising rents and with the city's legal-homesteading program being closed down, he and several others squatted a building on East Eighth Street. In 1989, it become the first in a series of paramilitary-style squat evictions.

In an era when the city government actively worked to transform the Lower East Side into an upper-class area with only token amounts of affordable housing, the squatter movement was a nexus of direct-action resistance. They took over long-empty buildings and rebuilt everything from the floors to the roofs, reinstalling plumbing and electricity. Shenker often characterized squatting as a self-help answer to the housing crisis.

The Giuliani administration rewarded them with paramilitary evictions, most notoriously in 1995, when it used 400 riot police and a tank to evict three squats on East 13th Street. The evictions' injustice and overkill earned the squatters support in the community, and the squatters' persistence and hard work overcame the reputation created by their more strident adherents. In 2002, the city worked out a deal with the surviving 11 squats to legalize them as limited-equity co-ops.

FLY

Michael Shenker fixing up his home on East 7th Street in 2003.

Shenker was also an accomplished pianist and composer, and worked as the musical director of the Living Theater. He occasionally combined musicianship and activism; once, when Community Board 3 was about to approve evicting five squats on East 13th Street, Shenker disrupted the meeting by loudly playing the piano in the elementary-school auditorium where it was being held.

A self-educated intellectual with a taste for opera and grand romantic ideals, Shenker was opinionated and fearless about expressing himself. He was always a thorn in the side of the powerful, but also got into factional disputes within the radical community — people who worked him remember him fondly, but nearly all got into a dispute with him at some point.

Shenker also was a cofounder of More Gardens!, which helped prevent the destruction of hundreds of New York's community gardens by the Giuliani administration. He organized campaigns against the Port Authority's treatment of homeless people and against the Bloomberg administration's random searches of subway passengers. In 1997, he helped Metropolitan Council on Housing organize a permitless march to protest the threatened end of rent regulations by Albany lawmakers.

"My strongest memories of Michael are from Showdown '97, the 1997 rent laws campaign," says former Met Council organizer Dave Powell. "I remember frequently debating him and others who were advocating for a citywide rent strike, a position that I and Met Council opposed. I also remember him being part of the group that organized mass civil disobedience in front of Governor Pataki's Manhattan office, a critically important part of that campaign.

"It was my first arrest, and I was nervous as we took our seats blocking traffic in the avenue that day. Sitting next to me was Michael, getting comfortable like a Zen master as we waited to be hauled off into police vans. He saw I was nervous and was very kind to me, offering me juice and explaining how the next few hours were likely to unfold.

"I'll miss him."

Complaint Numbers

To reach the Department of Housing, Preservation and Development's Central Complaints hotline, call 311.

Also call 311 to reach the Department of Buildings and other city agencies.

WHERE TO GO FOR HELP

MET COUNCIL ON HOUSING CLINIC
at Cooper Square Committee
61 E. 4th St. (btwn. 2nd Ave. & Bowery)
Tuesdays ..... 6:30 pm

CHELSEA COALITION ON HOUSING
Covers 14th St. to 30th St., 5th Ave. to the Hudson River. Hudson Guild Fulton Center, 119 9 Avenue (between W. 17 & W. 18 Streets), 212-243-0544
Thursdays ..... 7:00 pm

GOLES (Good Old Lower East Side)
171 Avenue B (between 10 and 11 St.) by appointments only except for emergencies. 212-533-2541.

HOUSING COMMITTEE OF RENA
Covers 135th St. to 165th St. from Riverside Dr. to St. Nicholas Ave.
537 W. 156th St.
Thursdays..... 8 pm

MIRABAL SISTERS
618 W. 142nd St., 212-234-3002
Saturdays..... 1 - 4 pm

PRATT AREA COMMUNITY COUNCIL
201 DeKalb Ave., Brooklyn,
718-522-2613 ext. 24
3rd Wednesday ..... 6 pm

VILLAGE INDEPENDENT DEMOCRATS
26 Perry St. (basement), 212-741-2994
Wednesdays ..... 6 pm

WEST SIDE TENANTS UNION
4 W. 76 St.
Tuesday & Wednesday ..... 6-7 pm

HOUSING CONSERVATION COORDINATORS
777 10 Ave.; 212-541-5996
Mondays.....7-9 pm

NEIGHBORS HELPING NEIGHBORS
Covers Sunset Park and surrounding neighborhoods
443 39 St., Ste. 202, Brooklyn
By appointment only. 718-686-7946, ext. 10

NYC TENANTS RIGHTS CLINIC
305 Broadway (Corner of Duane), Suite 201, 212-571-4080
Tuesdays.....4:30-7:30pm

QUEENS COMMUNITY HOUSE
Forest Hills Community Center,
10825 62nd Dr., Forest Hills
(718) 592-5757, ext. 280
Mondays and Wednesdays ... 9:30-11 am

QUEENS COMMUNITY HOUSE
Pomonok Community Center,
6709 Kissena Blvd., Flushing
(718) 591-6060
Fridays ..... 10 am-12 pm

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Met Council is a citywide tenant union.

Our phones are open to the public
Mondays, Wednesdays & Fridays from 1:30 to 5 p.m.

We can briefly answer your questions, help you with organizing or refer you to other help.

212-979-0611

Join Met Council

Membership: Individual, $25 per year; Low-income, $15 per year; family (voluntary: 2 sharing an apartment), $30 per year. Supporting, $40 per year. Sustaining, min. of $100 per year (indicate amount of pledge). For affiliation of community or tenant organizations, large buildings, trade unions, etc. call 212-979-6238.

My apartment ❑ controlled ❑ stabilized ❑ unregulated ❑ other_____

❑ I am interested in volunteering my time to Met Council. Please call me to schedule times and duties. I can ❑ counsel tenants, ❑ do office work, ❑ lobby public officials, ❑ attend rallies/protests.

Name

Address *Apt. No.*

City *State* *Zip*

Home Phone Number *Email*

Send your check or money order with this form to:
Metropolitan Council on Housing, 339 Lafayette St., NY, NY 10012